

**CITY OF PACIFIC  
WASHINGTON**

**RESOLUTION NO 2019-603**

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE  
MAYOR TO EXECUTE AN AMENDMENT TO THE INTERLOCAL AGREEMENT  
WITH PIERCE COUNTY REGARDING TRAFFIC MAINTENANCE SERVICES.**

**WHEREAS**, the City periodically has a need for specific traffic maintenance services and Pierce County Public Works and Utilities Department, Traffic Division has the ability and willingness to perform these services; and

**WHEREAS**, the City of Pacific authorized an Interlocal Agreement with Pierce County through Resolution 2014-181 for traffic maintenance services in August 21, 2014; and

**WHEREAS**, Pierce County has requested modifications to update the agreement to align with County billing procedures; and

**WHEREAS**, the City is still in need of these services periodically.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PACIFIC,  
WASHINGTON, DOES RESOLVE AS FOLLOWS:**

Section 1. The Pacific City Council hereby authorizes the Mayor to execute the attached amendment to the interlocal agreement (ILA) Amendment between the City of Pacific and the Pierce County, Exhibit A, to modify the billing procedures in the ILA approved by Resolution 2014-181.

**APPROVED BY THE CITY COUNCIL AT A REGULAR MEETING  
THEREOF ON THE 24th DAY OF JUNE, 2019.**

CITY OF PACIFIC



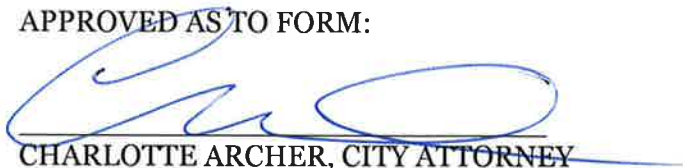
LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:



LAURIE CASSELL, CITY CLERK

APPROVED AS TO FORM:



CHARLOTTE ARCHER, CITY ATTORNEY

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO:

**FIRST AMENDMENT  
TO MEMORANDUM OF AGREEMENT CC-92288  
BETWEEN PIERCE COUNTY AND THE CITY OF PACIFIC**

THIS FIRST AMENDMENT is entered into by and between PIERCE COUNTY, a political subdivision of the State of Washington, hereinafter referred to as "COUNTY," and the undersigned, CITY OF PACIFIC, a municipal corporation of the State of Washington, hereinafter referred to as "CITY".

WHEREAS, the parties have previously entered into an Agreement dated August 21, 2014, regarding traffic maintenance services; and

WHEREAS, the parties desire to execute a First Amendment to replace Section 4 Compensation and Billing Procedure and Section 5 Duration,

NOW THEREFORE, in consideration of the mutual benefits and advantages to be derived by each of the parties,

IS IT HEREBY AGREED as follows:

1. The MEMORANDUM OF AGREEMENT number CC-92288 shall be amended to replace Section 4 and Section 5, as shown in Attachment 1.
2. ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL AGREEMENT AND ALL SUPPLEMENTS, MODIFICATIONS, AND AMENDMENTS THERETO SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be duly executed, such parties acting by their representatives being thereunto duly authorized.

DATED this 24<sup>th</sup> day of June, 2019.

CITY OF PACIFIC:

PIERCE COUNTY:

Approved as to form only:

By: [Signature] 6/28/19  
Mayor Date

By: [Signature] 7-16-19  
Deputy Prosecuting Attorney Date

Approved as to form only:

By: [Signature] 6/24/19  
City Attorney Date

Approved:

By: [Signature] 7/12/19  
Department Director Date

Attest:

By: [Signature] 6/24/19  
City Clerk Date

By: [Signature] 8/1/19  
Finance Date

## Attachment 1

Section 4 and Section 5 of the original agreement are replaced in their entirety with the sections below.

**SECTION 4. COMPENSATION AND BILLING PROCEDURE.** In consideration for the provision described herein, the CITY agrees to pay the COUNTY up to \$10,000.00 per calendar year to complete assigned maintenance services. The CITY certifies that sufficient budgeted funds are available to cover the costs of the requested services and agrees to make payment to the COUNTY.

In consideration for the provision of maintenance services described herein, the CITY agrees to pay the COUNTY for the actual work completed based on monthly billings and in accordance with the provisions of Section 2 and 3 above. Monthly billings will be calculated as indicated below:

- A. Labor cost rates will be calculated based on the County's labor cost rates in effect during the period of service performance. Labor cost rates will be calculated based on the hours worked (in .1 increments) for in a specific job class and billed the CITY. The labor cost rates will include all Maintenance and Department Administration costs, as well as material and supply markup costs. No office costs related to management or maintenance will be charged directly.
- B. Equipment cost rates will be calculated based on the County's equipment rental rate in effect during the period of service performance. Equipment charges will be calculated based on the hours in use (in .1 increments) for each type of equipment and billed to the CITY.
- C. Materials and supplies will be billed at cost.
- D. The costs of services as outlined will be calculated and invoiced based on the services or supplies provided in a previous month. The County will make every effort to bill the monthly charges by the thirtieth (30<sup>th</sup>) day of the following month. Payments by the CITY will be due within thirty days of receipt of the invoice. Monthly payments that are not paid within the allotted time period shall be considered delinquent. Delinquent charges shall accrue interest on the unpaid balance, from the date of delinquency until paid, at an interest rate of one half of one percent (.5%) per month.
- E. The billing rates for labor and equipment related to providing the functions and services each year shall be adjusted annually, effective January 1<sup>st</sup> of each year to reflect current costs. Increases in the costs that are the results of changes in regulatory requirements will also be included in any increases to billing rates. A list of labor and/or equipment cost rates can be provided upon request.

**Attachment 1-Continued**

**SECTION 5. DURATION.** This agreement shall remain in full force and effect upon the date that the last signature is affixed hereto until midnight December 31, 2019. After which, the contract shall be automatically renewed annually on January 1 of each year for an additional one year term, unless either party gives notice of non-renewal not less than 60 days prior to the expiration of the current term.